

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION**

CENTENNIAL BANK, as the successor-in-interest to HAPPY STATE BANK,

Plaintiff,

V.

Civil Action No. 5:23-cv-44

JERRY "BUD" HOLMES, JAY HOUSE,
CHANNING BAISLEY, DREW
PHILLIPS, ROSS GLENN, WILLIS
MCCUTCHEON, MICHAEL JACKSON,
JESSICA TERRELL, JASON WEST,
SAMUEL "TREY" WEAVER, DEREK
DOLLAHITE, DAVID HUTSON, BRIAN
MURRY, ISAC OVALLE, GREG
HOULETTE, DIANA RICHARTE, and
JAMES SIKES,

Defendants.

**DEFENDANT ROSS GLENN'S ANSWER TO PLAINTIFF'S
FIRST AMENDED COMPLAINT AND JURY DEMAND**

TO THE HONORABLE UNITED STATES DISTRICT COURT:

NOW COMES, Defendant ROSS GLENN (“Glenn” or “Defendant”) and submits his Answer to Plaintiff’s First Amended Complaint (“FAC”) and shows the Court the following:

I.

ADMISSIONS AND DENIALS

1. In response to Paragraph 1 of the FAC, Glenn denies that Plaintiff Centennial Bank, as successor-in-interest to Happy State Bank (“Centennial” or “Plaintiff”) is entitled to any of the relief or damages sought in the FAC, and Glenn denies all allegations contained in Paragraph 1, and denies that Plaintiff is entitled to recover judgment against Glenn for any damages or requested relief whatsoever.

2. In response to Paragraph 2, Glenn admits that prior to the Merger at issue in this Lawsuit, the former Happy State Bank serviced customers in the West Texas area for many decades; otherwise, Glenn denies the remaining allegations.

3. Glenn admits that he formerly was an officer of Happy State Bank, but denies the remaining allegations of Paragraph 3.

4. Glenn denies all of the allegations of Paragraph 4.

5. Glenn is without sufficient knowledge or information to admit or deny Plaintiff's "measure" of the sizes of American State Bank and of Happy State Bank at some unknown point in time, as alleged by Plaintiff in Paragraph 5. Glenn denies the remaining allegations of Paragraph 5.

6. Glenn admits that American State Bank opened offices in Lubbock, Plainview, and Amarillo, as alleged in the first sentence of Paragraph 6. Glenn is without sufficient knowledge or information to admit or deny whether American State Bank engaged in any partnership with NFL quarterback Patrick Mahomes. Glenn denies the remaining allegations of Paragraph 6.

7. Glenn denies the harassing, false, and intentionally libelous and defamatory statements and allegations made by Plaintiff and Plaintiff's counsel in Paragraph 7. Glenn reserves all rights and remedies that he may have under Federal Law, State Law, the Federal Rules of Civil Procedure, and any other applicable law, rule, or regulation, with respect to the statements made about him by Plaintiff and Plaintiff's counsel in Paragraph 7.

8. Glenn denies all of the allegations made by Plaintiff in Paragraph 8.

9. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 9.

10. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 10.

11. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 11.

12. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 12.

13. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 13.

14. Glenn admits the allegations contained in Paragraph 14.

15. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 15.

16. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 16.

17. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 17.

18. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 18.

19. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 19.

20. Glenn lacks the knowledge and information sufficient to admit or deny the allegations contained in Paragraph 20.

21. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 21.

22. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 22.

23. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 23.

24. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 24.

25. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 25.

26. Glenn admits that this Court has jurisdiction over this case, as alleged by Plaintiff in Paragraph 26.

27. Glenn admits that Plaintiff alleges that it seeks damages in excess of \$75,000, exclusive of interest and costs, as alleged in Paragraph 27; and Glenn admits that he is a resident of the State of Texas, but Glenn lacks sufficient information or knowledge to admit or deny the citizenship of any other party. Further, Glenn denies any and all liability to Plaintiff and denies that Plaintiff is entitled to recover any damages or other relief, whatsoever, on its claims.

28. Glenn admits Plaintiff's allegations in Paragraph 28 that this Court has personal jurisdiction over Glenn, but Glenn lacks knowledge or information sufficient to admit or deny Plaintiff's allegations as to all other Defendants.

29. Glenn admits that venue is proper in the Lubbock Division of the United States District Court for the Northern District of Texas.

30. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 30.

31. Glenn admits Plaintiff's allegations set forth in Paragraph 31 for the period of time during which Glenn was an officer of Happy State Bank. Glenn lacks the knowledge or information

sufficient to admit or deny the allegations contained in Paragraph 31 to the extent that they refer to the time after which Glenn was an officer of Happy State Bank.

32. Glenn lacks the knowledge or information sufficient to admit or deny the allegations contained in Paragraph 32; and, therefore, all of Plaintiff's allegations set forth in Paragraph 32 are denied.

33. Glenn lacks information or knowledge sufficient to admit or deny Plaintiff's allegations set forth in Paragraph 33.

34. Glenn denies all of the allegations set forth in Paragraph 34.

35. Glenn denies all of the allegations set forth in Paragraph 35.

36. Glenn denies all of the allegations set forth in Paragraph 36.

37. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 37.

38. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 38.

39. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 39.

40. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 40.

41. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 41.

42. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 42.

43. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 43.

44. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 44.

45. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 45.

46. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 46.

47. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 47.

48. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 48.

49. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 49.

50. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 50.

51. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 51.

52. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 52.

53. Glenn denies the allegations set forth in Paragraph 53.

54. Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank; but, Glenn denies all remaining allegations set forth in Paragraph 54.

55. In response to Paragraph 55, Glenn admits, generally, that various policies were in place during his tenure at Happy State Bank. Glenn admits the exception to the mobile device policy regarding simple contact information, including phone numbers, email addresses, and physical addresses stored in contacts or addresses on a personal phone, as alleged by Plaintiff in the last sentence of Paragraph 55. Glenn denies all remaining allegations set forth in Paragraph 55.

56. The Court has dismissed Plaintiff's breach of contract claims based on the Stock Appreciation Rights Award Agreements; and, therefore, Plaintiff's allegations set forth in Paragraph 56 are moot; in the alternative, Glenn denies all the of the Plaintiff's allegations in this Paragraph.

57. The Court has dismissed Plaintiff's breach of contract claims based on the Stock Appreciation Rights Award Agreements; and, therefore, Plaintiff's allegations set forth in Paragraph 57 are moot; in the alternative, Glenn denies all the of the Plaintiff's allegations in this Paragraph.

58. The Court has dismissed Plaintiff's breach of contract claims based on the Stock Appreciation Rights Award Agreements; and, therefore, Plaintiff's allegations set forth in Paragraph 58 are moot; in the alternative, Glenn denies all the of the Plaintiff's allegations in this Paragraph.

59. The Court has dismissed Plaintiff's breach of contract claims based on the Stock Appreciation Rights Award Agreements; and, therefore, Plaintiff's allegations set forth in Paragraph 59 are moot; in the alternative, Glenn denies all the of the Plaintiff's allegations in this Paragraph.

60. The Court has dismissed Plaintiff's breach of contract claims based on the Stock Appreciation Rights Award Agreements; and, therefore, Plaintiff's allegations set forth in Paragraph 60 are moot; in the alternative, Glenn denies all the of the Plaintiff's allegations in this Paragraph.

61. Glenn admits that Happy State Bank implemented training for various of its policies from time to time; but, Glenn denies all of the Plaintiff's allegations set forth in Paragraph 61.

62. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 62.

63. Glenn lacks sufficient information or knowledge to admit or deny Plaintiff's allegations in Paragraph 63.

64. Glenn admits that Plaintiff filed a Form S-4 with the SEC; however, Glenn denies all of the remaining allegations in Paragraph 64.

65. Glenn lacks sufficient information or knowledge to admit or deny Plaintiff's allegations set forth in Paragraph 65, and, therefore, denies all allegations in that Paragraph.

66. Glenn lacks sufficient information or knowledge to admit or deny Plaintiff's allegations set forth in Paragraph 66 concerning any alleged compensation to Defendant Holmes, and, therefore, denies those allegations. Glenn denies all remaining allegations set forth in Paragraph 66.

67. Glenn denies all of Plaintiff's allegations set forth in Paragraph 67.

68. Glenn denies all of Plaintiff's allegations set forth in Paragraph 68.

69. Glenn admits that Defendant Holmes submitted his resignation to Happy State Bank as alleged in Paragraph 69. Glenn lacks sufficient information or knowledge to admit or deny the remaining allegations set forth in Paragraph 69, and, therefore, denies those allegations.

70. Glenn submitted his resignation and gave his two weeks' notice to Happy State Bank on April 19, 2022. Glenn admits that his last day of employment with Happy State Bank, at Plaintiff's direction, was on April 25, 2022. Glenn lacks sufficient information or knowledge to admit or deny the remaining allegations set forth in Paragraph 70, and, therefore, denies those allegations.

71. Glenn denies Plaintiff's allegations set forth in Paragraph 71.

72. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 72, and, therefore, denies all allegations in that Paragraph.

73. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 73, and, therefore, denies all allegations in that Paragraph.

74. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 74, and, therefore, denies all allegations in that Paragraph.

75. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 75, and, therefore, denies all allegations in that Paragraph.

76. Glenn admits that he worked for ASB in a location in Amarillo, as alleged by Plaintiff in Paragraph 76. Glenn admits that he signed a lease on ASB's behalf for that ASB location in Amarillo. Glenn denies that he personally guaranteed the lease. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's remaining allegations set forth in Paragraph 76, and, therefore, denies all remaining allegations in that Paragraph.

77. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 77, and, therefore, denies all allegations in that Paragraph.

78. Glenn denies all of Plaintiff's allegations set forth in Paragraph 78.

79. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 79, and, therefore, denies all allegations in that Paragraph.

80. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 80, and, therefore, denies all allegations in that Paragraph.

81. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 81.

82. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 82.

83. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 83.

84. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 84.

85. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 85.

86. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 86.
87. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 87.
88. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 88.
89. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 89.
90. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 90, and, therefore, denies all allegations in that Paragraph.
91. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 91, and, therefore, denies all allegations in that Paragraph.
92. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 92.
93. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 93.
94. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 94.
95. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 95, and, therefore, denies all allegations in that Paragraph.
96. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 96.
97. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 97.
98. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 98.
99. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 99.
100. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 100.
101. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 101.
102. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 102.
103. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 103.
104. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 104.

105. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 105.
106. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 106.
107. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 107.
108. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 108.
109. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 109.
110. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 110, and, therefore, denies all allegations in that Paragraph.
111. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 111, and, therefore, denies all allegations in that Paragraph.
112. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 112.
113. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 113, and, therefore, denies all allegations in that Paragraph.
114. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 114.
115. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 115, and, therefore, denies all allegations in that Paragraph.
116. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 116.
117. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 117.
118. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 118.
119. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 119.
120. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 120.
121. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 121.

122. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 122, and, therefore, denies all allegations in that Paragraph.

123. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 123.

124. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 124.

125. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 122, and, therefore, denies all allegations in that Paragraph.

126. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 126.

127. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 127.

128. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 128.

129. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 129.

130. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 130.

131. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 131.

132. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 132.

133. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 133.

134. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 134.

135. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 135, and, therefore, denies those allegations.

136. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 136.

137. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 137.

138. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 138.

139. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 139.

140. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 140.
141. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 141.
142. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 142.
143. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 143.
144. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 144.
145. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 145.
146. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 146.
147. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 147.
148. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 148.
149. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 149.
150. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 150.
151. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 151.
152. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 152.
153. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 153.
154. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 154.
155. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 155.
156. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 156.
157. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 157.
158. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 158.

159. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 159; and, therefore, Glenn denies all of the allegations in this Paragraph.

160. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 160.

161. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 161.

162. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 162.

163. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 163.

164. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 164.

165. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 165.

166. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 166.

167. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 167.

168. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 168.

169. Glenn admits the first sentence of Paragraph 169. Glenn denies that he was employed by Happy State Bank for only 19 years, as alleged in Paragraph 169. Glenn denies that he worked only at Happy State Bank's South Taylor Street location in Amarillo, Texas, during his 32 year tenure with Happy State Bank. Glenn denies the remaining allegations in Paragraph 169.

170. Glenn admits that he was Head of Special Assets for Happy State Bank, as alleged in Paragraph 170. Glenn admits that he had access to confidential information, but denies any wrongdoing, whatsoever and at any time, concerning his access to any confidential information. Glenn denies that he breached any fiduciary duties to Happy State Bank at any time. Glenn denies all of the remaining allegations set forth in Paragraph 170.

171. Glenn admits that he signed various documents during his 32 year tenure with Happy State Bank, as alleged in Paragraph 171, but Glenn denies that any such documents constitute enforceable agreements that Glenn breached at any time. Glenn admits that Happy State Bank had various policies in place during his tenure there, but Glenn denies that he violated any such policies at any time. Glenn denies all of the remaining allegations contained in Paragraph 171.

172. Glenn denies all of the Plaintiff's allegations in Paragraph 172.

173. Glenn denies all of the Plaintiff's allegations in Paragraph 173.

174. Glenn denies the Plaintiff's allegation set forth in the first sentence of Paragraph 174. Glenn admits that he deleted emails, as alleged by Plaintiff in Paragraph 174, but Glenn did so at the direction of Plaintiff. Glenn denies all of the remaining allegations in Paragraph 174.

175. Glenn admits that he may have conducted Google searches involving medallion stamps, as alleged in the first sentence of Paragraph 175, but Glenn does not recall exactly when or how many searches that he may have conducted. Glenn admits the allegations set forth in the second sentence of Paragraph 175. Glenn lacks information or knowledge sufficient to admit or deny the Plaintiff's allegations set forth in the last sentence of Paragraph 175. Glenn denies all of the remaining allegations contained in Paragraph 175.

176. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 176.

177. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 177.

178. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 178.

179. Glenn admits that he submitted his resignation to Happy State Bank on April 19, 2022, as alleged by Plaintiff in Paragraph 179. Glenn admits that he departed Happy State Bank on April 25, 2022, at the Plaintiff's direction. Glenn admits that he performed a Google search for "treev" and visited several websites regarding "treev software." Glenn does not have information or

knowledge sufficient to admit or deny the functionality of “treev” as alleged by Plaintiff in the fourth sentence of Paragraph 179. Glenn denies all of the remaining allegations set forth in Paragraph 179.

180. Glenn admits that he departed Happy State Bank on April 25, 2022, as Plaintiff alleges in the first sentence of Paragraph 180. Glenn admits that he went to work for American State Bank as the Regional President of Amarillo and Canyon, as alleged in the second sentence of Paragraph 180. Glenn admits that he went to work for American State Bank with an effective date of April 27, 2022. Glenn denies all of the remaining allegations set forth in Paragraph 180.

181. Glenn admits that he signed a lease agreement on behalf of American State Bank, as alleged in Paragraph 181. Glenn denies that he personally guaranteed the lease. In response to the second sentence of Paragraph 181, Glenn admits that ASB notified TDB at some point in time; but, Glenn denies all of the remaining allegations set forth in Paragraph 181.

182. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff’s allegations set forth in Paragraph 182.

183. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff’s allegations set forth in Paragraph 183.

184. Glenn denies all of the Plaintiff’s allegations set forth in Paragraph 184.

185. Glenn denies all of the Plaintiff’s allegations set forth in Paragraph 185.

186. Glenn denies all of the Plaintiff’s allegations set forth in Paragraph 186.

187. Glenn denies all of the Plaintiff’s allegations set forth in Paragraph 187.

188. Glenn denies all of the Plaintiff’s allegations set forth in Paragraph 188.

189. Glenn denies all of the Plaintiff’s allegations set forth in Paragraph 189.

190. Glenn denies all of the Plaintiff’s allegations set forth in Paragraph 190.

191. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 191.
192. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 192.
193. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 193.
194. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 194.
195. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 195.
196. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 196.
197. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 197.
198. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 198.
199. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 199.
200. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 200.
201. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 201.
202. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 202.
203. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 203.
204. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 204.
205. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 205.
206. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 206.
207. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 207.
208. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 208.

209. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 209.
210. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 210.
211. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 211.
212. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 212.
213. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 213.
214. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 214.
215. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 215.
216. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 216.
217. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 217.
218. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 218.
219. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 219.
220. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 220.
221. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 221.
222. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 222.
223. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 223.
224. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 224.
225. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 225.

226. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 226.

227. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 227.

228. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 228.

229. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 229.

230. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 230.

231. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 231.

232. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 232.

233. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 233.

234. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 234.

235. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 235.

236. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 236.

237. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 237.

238. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 238.

239. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 239.

240. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 240.

241. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 241.

242. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 242.

243. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 243.

244. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 244.
245. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 245.
246. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 246.
247. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 247.
248. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 248.
249. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 249.
250. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 250.
251. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 251.
252. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 252.
253. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 253.
254. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 254.
255. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 255.
256. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 256.

257. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 257.

258. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 258.

259. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 259.
260. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 260.
261. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 261.
262. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 262.
263. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 263.

264. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 264.
265. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 265.
266. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 266.
267. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 267.
268. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 268.
269. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 269.
270. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 270.
271. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 271.
272. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 272.
273. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 273.
274. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 274.
275. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 275.
276. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 276.
277. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 277.
278. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 278.
279. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 279.
280. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 280.

281. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 281.

282. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 282.

283. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 283.

284. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 284.

285. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 285.

286. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 286.

287. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 287.

288. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 288.

289. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 289.

290. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 290.

291. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 291.

292. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 292.

293. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 293.

294. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 294.

295. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 295.

296. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 296.

297. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 297.

298. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 298.

299. Glenn lacks sufficient information or knowledge to admit or deny all of Plaintiff's allegations set forth in Paragraph 299.

300. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 300.

301. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 301.

302. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 302.

303. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 303.

304. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 304, including all sub-parts included in that Paragraph.

305. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 305.

306. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 306.

307. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 307.

308. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 308.

309. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 309, including the allegations referenced in the chart in Paragraph 309.

310. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 310.

311. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 311.

312. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 312.

313. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 313.

314. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 314.

315. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 315.

316. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 316.

317. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 317.

318. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 318, including the sub-parts included in Paragraph 318.

319. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 319.

320. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 320.

321. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 321.

322. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 322.

323. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 323, including the allegations referenced in the chart in Paragraph 323.

324. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 324.

325. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 325.

326. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 326.

327. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 327.

328. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 328.

329. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 329.

330. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 330.

331. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 331.

332. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 332.

333. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 333.

334. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 334.

335. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 335.

336. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 336.

337. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 337.

338. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 338.

339. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 339, including all of the sub-parts included in that Paragraph.

340. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 340.

341. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 341.

342. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 342.

343. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 343.

344. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 344.

345. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 345.

346. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 346.

347. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 347.

348. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 348.

349. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 349.

350. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 350.

351. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 351.

352. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 352.

353. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 353.

354. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 354.

355. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 355.

356. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 356.

357. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 357.

358. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 358.

359. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 359.

360. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 360.

361. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 361.
362. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 362.
363. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 363.
364. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 364.
365. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 365.
366. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 366.
367. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 367.
368. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 368.
369. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 369.
370. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 370.
371. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 371.
372. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 372.
373. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 373.
374. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 374.
375. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 375.
376. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 376.
377. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 377.
378. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 378.
379. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 379.
380. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 380.
381. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 381.
382. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 382.
383. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 383.

384. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 384.
385. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 385.
386. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 386.
387. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 387.
388. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 388.
389. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 389.
390. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 390.
391. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 391.
392. Glenn denies all of the Plaintiff's allegations set forth in Paragraph 392.
393. Glenn hereby denies any and all allegations contained in the FAC that are not expressly or specifically admitted herein.

II.
AFFIRMATIVE DEFENSES

394. Without waiving any of the above and foregoing, and pleading in the alternative, and pleading further if necessary, Glenn asserts the following affirmative defenses to Plaintiffs' claims and causes of action asserted in this cause:

First Affirmative Defense

395. Plaintiff's claim for breach of contract based upon the Executive Non-statutory Option Agreement is barred because Plaintiff lacks capacity to bring the claim.

Second Affirmative Defense

396. Plaintiff's claim for breach of contract based upon the Executive Non-statutory Option Agreement is barred because it was repudiated by Plaintiff in connection with the Merger.

Third Affirmative Defense

397. Plaintiff's claim for breach of contract based upon the Executive Non-statutory Option Agreement is barred by the doctrine of waiver.

Fourth Affirmative Defense

398. Plaintiff's claim for breach of contract based upon the Executive Non-statutory Option Agreement is barred by for failure of consideration.

Fifth Affirmative Defense

399. Plaintiff's claim for breach of contract against Glenn based upon the Retention Bonus Agreement is barred because Plaintiff has failed to satisfy the relevant conditions precedent.

Sixth Affirmative Defense

400. Plaintiff's claim for breach of contract based upon the Retention Bonus Agreement is barred for failure of consideration.

Seventh Affirmative Defense

401. Plaintiff's claim for breach of contract based upon the Retention Bonus Agreement is barred by the doctrine of waiver.

Eighth Affirmative Defense

402. Plaintiff's claim for breach of contract based upon the Retention Bonus Agreement is barred by Plaintiff's failure to fulfill a condition subsequent that it provide timely notice to Glenn of its assignment of the benefits and assumed the obligations under this agreement, as provided in Paragraph 12 of the agreement.

Ninth Affirmative Defense

403. Centennial's claims are barred, in whole or in part, under the doctrine of unclean hands, waiver, consent, and/or laches.

Tenth Affirmative Defense

404. Centennial's claims are barred, in whole or in part, by its own failures to mitigate its own alleged damages.

Eleventh Affirmative Defense

405. Centennial's claims are barred by its own acts, omissions, coalitions, contribution, and negligence contributed to and caused Centennial's injury or damages, if any.

Twelfth Affirmative Defense

406. Centennial's claims are barred, in whole or in part, because Glenn's conduct did not cause, proximately cause, solely cause, or solely proximately cause the injuries or damages claimed by Centennial, to the extent any exist.

Thirteenth Affirmative Defense

407. Centennial's alleged trade secrets are, in fact, not trade secrets because (1) the information, among other things, is readily obtainable from other sources, can be reverse engineered, and/or is generally known in the industry; (2) Centennial failed to use reasonable measures and/or efforts to protect its alleged trade secrets; and/or (3) the information does not derive or have economic value from being secret.

Fourteenth Affirmative Defense

408. Centennial's misappropriation of trade secrets claims are barred in whole or in part because even assuming such material can be considered a trade secret, Defendant discovered them by independent means and relationships without breaching any legal duties or using other improper means, and the material is not the subject of reasonable efforts to maintain its secrecy. Further, the information is in the public domain.

Fifteenth Affirmative Defense

409. Centennial's Computer Fraud and Abuse Act Claims are barred because Defendant had authorized access to the computer in question and/or he did not exceed the access authorized because Defendant accessed the allegedly confidential information in the ordinary course of his duties.

Sixteenth Affirmative Defense

410. Centennial's Computer Fraud and Abuse Act Claims are barred because it did not suffer a loss, during a one-year period, aggregating at least \$5,000.

Seventeenth Affirmative Defense

411. Centennial's Breach of Contract Claims are barred because there has been no material breach of any agreement or contract by Defendants.

Eighteenth Affirmative Defense

412. Glenn reserves all affirmative defenses under Rule 8(c) of the Federal Rules of Civil Procedure and any other defenses, at law or in equity, that may now exist or in the future be available based on discovery and further factual investigation in this case.

Nineteenth Affirmative Defense

413. If Plaintiff settles with one or more persons, entities, or defendants, Glenn invokes his right to all settlement credits and requests that the Court further reduce the amount of any damages to be recovered by Plaintiff with respect to its claims or causes of action by the sum of the dollar amounts of any and all settlements, in accordance with TEX. CIV. PRAC. & REM. CODE § 33.012(b).

Twentieth Affirmative Defense

414. Under TEXAS FINANCE CODE § 304.1045, Glenn cannot be liable to Plaintiff for any pre-judgment interest on future damages, if any.

Twenty-First Affirmative Defense

415. Glenn hereby asserts its right to a bifurcated trial on the issues of liability and punitive or exemplary damages, and hereby moves that the Court bifurcate the trial of this cause and separate the issues of liability from the determination of any punitive or exemplary damages, in accordance with TEX. CIV. PRAC. & REM. CODE, § 41.009(a)-(d) and *Transportation Ins. Co. v. Moriel*, 879 S.W.2d 10 (Tex. 1994).

Twenty-Second Affirmative Defense

416. Plaintiff's right to recover punitive or exemplary damages, if any, against Glenn is subject to the substantive and procedural requirements and limitations of TEX. CIV. PRAC. & REM. CODE §§ 41.001 et seq.

Twenty-Third Affirmative Defense

417. Plaintiff's damages, if any, were caused in whole or in part by one or more than one superseding cause(s).

Twenty-Fourth Affirmative Defense

418. Plaintiff's damages, if any, were cause in whole or in part by one or more than one intervening cause(s).

Twenty-Fifth Affirmative Defense

419. Plaintiff's damages, if any, were cause in whole or in part by one or more than one unrelated market force(s).

Twenty-Sixth Affirmative Defense

420. Glenn asserts that under the facts and circumstances of this case, an award of punitive or exemplary damages to the Plaintiff would violate his substantive and procedural due process rights, in violation of the Fifth and Fourteenth Amendments of the United States Constitution, in the following respects:

a. It is unconstitutional to allow a citizen to be punished upon the basis of standards as vague, ill-defined and arbitrary as the Texas common law regarding the award of punitive or exemplary damages, and the provisions of Chapter 41.001 *et seq.* of the TEX. CIV. PRAC. & REM. CODE upon which exemplary damages can be awarded.

b. It is unconstitutional to allow Glenn to be punished for any conduct when Glenn is unable to determine, prior to the trial, what the standards used in assessing that punishment will be and where the jury has almost total and unbridled discretion in determining the amount of that punishment. The standards for assessing punitive or exemplary damages in this case are unconstitutionally vague and arbitrary and allow the jury to arbitrarily assess punitive or exemplary damages based upon criteria wholly unrelated to Glenn's conduct and completely beyond the Glenn's control.

c. Because the award of punitive or exemplary damages has quasi-criminal attributes, both as to rationale and effect, it is unconstitutional to award punitive or exemplary damages based solely upon a mere preponderance of the evidence which may be provided by the slightest circumstantial evidence, coupled with speculation and innuendo.

d. It is unconstitutional for a state to allow a private citizen with a profit motive to seek punishment of Glenn without the full protections of the Texas and United States Constitutions, including the privilege against self-incrimination and the right not to be placed in double jeopardy. Glenn asserts that the fiction that punishment in civil suits does not invoke constitutional safeguards and protections, whereas the same punishment in a criminal proceeding does, should be abandoned. In either event, the state is forcing Glenn to forfeit valuable property interests, and it matters not to Defendant whether it loses property to the state or to private litigants such as Plaintiff.

e. In the alternative, an award of punitive or exemplary damages, as sought by Plaintiff under the facts and circumstances of this case, would violate the excessive fines and due process clauses of the Texas Constitution.

III.
DEMAND FOR A JURY TRIAL

421. Pursuant to FED. R. CIV. P. 38 and 39, Defendant Glenn hereby timely demands his right to a jury trial on all triable issues in accordance with the Seventh Amendment of the United States Constitution.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendant Ross Glenn requests that this Court upon final trial of this cause enter final judgment that Plaintiff take nothing by its suit and that Defendant Ross Glenn recover his costs of court, reasonable and necessary attorneys' fees under

applicable law, and for such other and further relief, at law or in equity, general or special, to which he may show itself justly entitled.

MULLIN HOARD & BROWN, L.L.P.

David C. Mullin, Texas Bar No. 14651600
Mark S. Logsdon, Texas Bar No. 00795486
500 South Taylor, Suite 800
P.O. Box 31656
Amarillo, Texas 79120-1656
Telephone: (806) 372-5050
Facsimile: (806) 372-5086
Email: dmullin@mhba.com
mlogsdon@mhba.com

Flannery Nardone, Texas Bar No. 24083183
2515 McKinney Avenue, Suite 900
Dallas, Texas 75201
Telephone: (214) 754-0040
Facsimile: (214) 754-0043
Email: fnardone@mhba.com

Molly Manning, Texas Bar No. 24012646
1500 Broadway, Suite 700
P.O. Box 2585
Lubbock, Texas 79408-2585
Telephone: (806) 765-7491
Facsimile: (806) 765-0553
Email: mmanning@mhba.com

David Mullin

David Mullin

**ATTORNEYS FOR DEFENDANT
ROSS GLENN**

CERTIFICATE OF SERVICE

I hereby certify that, on this 26th day of March 2024, I electronically filed the foregoing document with the Federal electronic filing system and that a true and correct copy was served on the parties listed below through the electronic case filing system by email as registered with the electronic case filing system:

John Turner
john.turner@haynesboone.com
Jason N. Jordan
jason.jordan@haynesboone.com
Tiffany M. Cooke
tiffany.cooke@haynesboone.com
Tammie Banko
tammie.banko@haynesboone.com
HAYNES AND BOONE, LLP
2801 N. Harwood Street, Suite 2300
Dallas, TX 75201

*Attorneys for Plaintiff Centennial Bank,
as the Successor-In-Interest to Happy State Bank*

Fernando M. Bustos
fbustos@bustoslawfirm.com
Brandon C. Callahan
bcallahan@bustoslawfirm.com
BUSTOS LAW FIRM, P.C.
1001 Main Street, Suite 501
Lubbock, TX 79408

*Attorneys for Plaintiff Centennial Bank,
as the Successor-In-Interest to Happy State Bank*

Andrew S. Hicks
ahicks@shjlawfirm.com
Adam M. Dinnell
adinell@shjlawfirm.com
Marc S. Tabolsky
mtabolsky@shjlawfirm.com
Katherine D. Ring
kring@shjlawfirm.com
Lori Arakaki
larakaki@shjlawfirm.com
Kelly Swanson
kswanson@shjlawfirm.com
SCHIFFER HICKS JOHNSON PLLC

700 Louisiana St., Suite 2650
Houston, TX 77002

*Attorneys for Defendants Jay House, Channing Baisley,
Drew Phillips, Willis McCutcheon, Michael Jackson,
Jessica Terrell, Jason West, Samuel "Trey" Weaver,
Derek Dollahite, Brian Murry, Diana Richarte, and
James Sikes*

Andrew R. Seger
aseger@thesegerfirm.com
KEY, TERRELL, & SEGER, L.L.P.
P.O. Box 98433
Lubbock, TX 79499

*Attorneys for Defendants Jay House, Channing Baisley,
Drew Phillips, Willis McCutcheon, Michael Jackson,
Jessica Terrell, Jason West, Samuel "Trey" Weaver,
Derek Dollahite, Brian Murry, Diana Richarte, and
James Sikes*

Mark Torian
mark.torian@championllp.com
Theresa Melia
theresa.melia@championllp.com
Austin Champion
austin.champion@championllp.com
CHAMPION LLP
2200 Ross Avenue, Suite 4500W
Dallas, TX 75201

Attorneys for Defendant Jerry "Bud" Holmes

Brian Heinrich
brian@mhrwp.com
Tod Mayfield
tod@mhrwp.com
MAYFIELD, HEINRICH, RAHLFS, WEABER &
PARSONS, LLP
320 S. Polk St., Suite
Amarillo, TX 79101-1429

Attorneys for Defendant David Hutson

Angelique Weaver
[aeweaver@mhrwp.com](mailto:aweaver@mhrwp.com)
MAYFIELD, HEINRICH, RAHLFS, WEABER &
PARSONS, LLP
1001 Main Street, Suite 504
Lubbock, Tx 79401

Attorneys for Defendant David Hutson

Zachary S. Brady
zach@bhlawgroup.com
BRADY & HAMILTON, LLP
1602 13th Street
Lubbock, TX 79401

Attorneys for Defendant Jay House

Benjamin D. Doyle
bdoyle@sjblawfirm.com
STOCKARD, JOHNSTON, BROWN, NETARDUS,
& DOYLE, P.C.
P.O. Box 3280
Amarillo, TX 79116-3280

Attorneys for Defendant Greg Houlette

David Mullin
David Mullin